



University Medical Center of Southern Nevada  
Contract Management Department

CONFIRMATION FORM  
for  
RECEIPT OF BID NO. 2010-27 JANITORIAL SERVICES  
ENTERPRISE HEALTHCARE BUILDING

If you are interested in this invitation, immediately upon receipt, please complete confirmation form and return electronically or fax to the fax number provided at the bottom of this page.

***Failure to do so means you are not interested in the project and do not want any associated addenda sent to you.***

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**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

PROJECT NO.      BID NO. 2010-27

DESCRIPTION:      JANITORIAL SERVICES - ENTERPRISE HEALTHCARE BUILDING

**SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please indicate the method you used to obtain this Bid Document:

☐ Clark County website    ☐ Received directly from UMC    ☐ Las Vegas Review Journal    ☐ Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609**  
**Or EMAIL TO: [rebekah.holder@umcsn.com](mailto:rebekah.holder@umcsn.com)**  
**TYPE or PRINT CLEARLY**

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## INVITATION TO BID

### BID NO. 2010-27 JANITORIAL SERVICES ENTERPRISE HEALTHCARE BUILDING

University Medical Center of Southern Nevada (UMC) is seeking bids for Janitorial Services for the Enterprise Healthcare Building located at 1700 Wheeler Peak Drive, Las Vegas, Nevada, 89106, owned by Clark County; and UMC as the facility manger of the building.

The bid package is available as follows:

1. Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
2. By Electronic Mail or Mail – Please email a request to Contracts Management at [Rebekah.Holder@umcsn.com](mailto:Rebekah.Holder@umcsn.com) specifying project number and description. Be sure to include company address, phone, and email address or call (702) 207-8291.
3. Internet – Visit the Clark County website ([www.accessclarkcounty.com/purchasing](http://www.accessclarkcounty.com/purchasing)). Click on “Current Contracting Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

**A mandatory Pre-Bid Conference will be held on Wednesday, November 3, 2010 at 9:00 am, in Conference Room G & H, 4<sup>th</sup> floor, Trauma Building, 800 Rose St., Las Vegas, Nevada. A mandatory pre award site walk through of the Enterprise Healthcare Building will immediately follow the Pre-Bid meeting.**

Sealed Bids will be accepted at the UMC address specified above on, or before, **Tuesday, November 23, 2010 at 2:00:00 P.M. in Trauma Building, Suite 408 and opened immediately following in Conference Room G.** Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 P.M. will be recorded as late, remain unopened, and will be formally rejected.

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PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

**PUBLISHED:**

Las Vegas Review-Journal  
Sunday, October 24, 2010

# HELPFUL BID INFORMATION

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**DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT UMC IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:**

## INTERNET



All UMC solicitations are now posted on the Internet at <http://www.accessclarkcounty.com/Purchasing>, as well as other important and useful purchasing related information. The solicitations are listed under “**Current Contracting Opportunities**” and scroll down to UMC. To locate a specific solicitation browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

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## PREBID CONFERENCE ATTENDANCE

### WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with UMC. You are encouraged to attend the prebid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the prebid conference, the entire bid document is reviewed and questions from the attendees are answered.

**\* Some prebid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the prebid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE!

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## NEED ASSISTANCE?



The Clark County Business Development Division works with the UMC Contracts Management Department to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County, please contact Sandra Mendoza-Avila at telephone number (702) 455-4184.

I.

**INSTRUCTION TO BIDDERS**

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

- A. **UMC:** The term used throughout these documents to mean University Medical Center of Southern Nevada.
- B. **Addendum:** A written document issued by UMC, via Contracts Management Department, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- C. **BCC:** The Clark County Board of County Commissioners sitting as the UMC Board of Hospital Trustees.
- D. **Bid (Bidder):** An offer, in response to a solicitation by UMC, to supply goods or services at a specific price and within a specified time period.
- E. **Bid (UMC):** A competitive solicitation by UMC to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- F. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to UMC with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- G. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- H. **Bidder(s):** A supplier who submits a bid to UMC.
- I. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- J. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- K. **F.O.B. Destination:** Designates the title of the goods remain with seller and do not pass to buyer until the buyer takes possession of the goods.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners sitting as the UMC Board of Hospital Trustees.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Administrator:** The UMC Purchasing Administrator or their designee responsible for the UMC Contracts Management Department.
- Q. **Purchase Order:** The formal authorization by UMC for seller to provide goods or services to UMC. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

- S. **Service Call:** To include Janitorial Services. Service shall also include after hours call outs as required by UMC.
- T. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

3. **TENTATIVE DATES AND SCHEDULE**

Bid Published in Las Vegas Review-Journal	Sunday, October 24, 2010
<b>Mandatory Pre-Bid Conference (9:00 am)</b>	Wednesday, November 3, 2010
Final Date to Submit Questions	Monday, November 15, 2010
Last Day for Addendums	Wednesday, November 18, 2010
Bid Responses Due <b>(2:00:00 pm)</b>	<b>Tuesday, November 23, 2010</b>
Estimated Contract Award	December 15, 2010

4. **DESIGNATED CONTACTS**

For questions pertaining to this Invitation to Bid, please call Rebekah Holder, Sr. Contract Analyst, telephone number (702) 207-8291 or via email at [Rebekah.holder@umcsn.com](mailto:Rebekah.holder@umcsn.com). After award, the designated contact will be Sue Branske, Clinical Manager, Enterprise Quick Care – 7271, telephone number (702) 383-2324.

5. **CONTACT WITH UMC DURING BIDDING PROCESS**

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated UMC contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

6. **MANDATORY PREBID CONFERENCE & PRE AWARD SITE WALK THROUGH**

A mandatory Prebid walk through is being held for this bid. The intent of the prebid conference is to review the entire bid document including the Special Conditions and Technical Specifications, which are unique to each facility, and to answer any questions that the Bidders may have. The prebid conference will be held at UMC on Wednesday, November 3, 2010 at 9:00 A.M. in Conference Room G & H located on the 4<sup>th</sup> Floor of the Trauma Building. The site walk through will be held immediately following the prebid conference. Attendance at the prebid conference and site walk through are mandatory. **BIDS RECEIVED FROM ANY BIDDER NOT IN ATTENDANCE AT BOTH THE PREBID CONFERENCE AND SITE WALK THROUGH WILL BE REJECTED.** Attendance will be determined by the following procedure: An attendance form will be circulated prior to the commencement of the prebid/walk through. All Bidders are responsible for signing the attendance sheet. Once the prebid/walk through commences, no additional attendees will be permitted. An attendance sheet will be circulated at the end of the prebid/walk through. All Bidders are responsible for signing the attendance sheet. Please allow ample time for parking as well as traffic congestion.

7. **ADDENDA AND INTERPRETATIONS**

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by UMC. UMC shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by UMC's employees, unless such clarification or change is provided UMC in written addendum form from Contracts Management Department.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify UMC. UMC will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, email, fax, online or pick up by all perspective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

8. DOCUMENT REVIEW

Bidders may visit the Contracts Management Department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the Designated Contact above to schedule your appointment.

9. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by UMC. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

10. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

11. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Exhibit A**. The information provided in **Exhibit A** by Bidder is for UMC'S information only.

12. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

13. DEVIATIONS TO TERMS AND CONDITIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

14. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow UMC to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

15. DEVIATIONS TO TECHNICAL SPECIFICATIONS

Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder must complete the attached **Exhibit DA** and submit it to the Contracts Management Department at least five (5) business days prior to the scheduled Pre-Bid Conference. It shall be the sole responsibility of the Bidder to insure that the Contracts Management Department has been properly notified, **PRIOR TO THE PRE-BID CONFERENCE**, of the Bidder's deviation to the Technical Specifications.

16. BIDDER'S REPRESENTATION

**Each Bidder by submitting their Bid represents that:**

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued, Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

17. SUBMISSION OF BIDS

**All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title.** Bidders are requested to submit one (1) original Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to UMC, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 P.M. based on the time clock at UMC will be recorded as late, remain unopened and be formally rejected. **FAXED OR EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 408 Las Vegas, Nevada 89106	University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106
Bid No. 2010-27 Enterprise Janitorial	Bid No. 2010-27 Enterprise Janitorial	Bid No. 2010-27 Enterprise Janitorial

**Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.**

**Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.**

**Bidders and other interested parties are invited to attend the bid opening.**

18. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

19. WITHDRAWAL OF BID

A. Before Bid Opening:

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Contracts Management Analyst in writing, or a bid release form has been properly completed and submitted to the Contracts Management Analyst. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening:

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

20. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. UMC has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, UMC may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by UMC is not a waiver of any liability of the initial Bidder awarded CONTRACT.

21. REJECTION OF BID

UMC reserves the right to reject any and all bids received by reason of this request. UMC reserves the right to waive any minor informality or irregularity.

22. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by UMC;
- B. Lack of signature by an authorized representative;
- C. Failure to properly complete the Bid Form;
- D. Evidence of collusion among Bidders;
- E. Unauthorized alteration to content of the Bid Form; or
- F. Failure to acknowledge all addenda issued.

23. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and UMC can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

24. NOTIFICATION OF INTENT TO AWARD

UMC will issue to all Bidders a formal letter of "Notification of Intent to Award". This notice will confirm UMC's determination of the lowest responsive and responsible Bidder.

25. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Contracts Management Analyst, within five (5) business days after UMC issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Contracts Management Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to UMC who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
  - 1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
  - 2. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.



- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, UMC may make a claim against the bond or other security in an equal amount to the expenses incurred by UMC because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

26. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by UMC. Bidders must bid on all items to be considered responsive.

27. NOTICE OF AWARD

Award of this bid will be by "Notice of Award" issued by Contracts Management. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

28. INITIAL TERM

The initial term of CONTRACT shall be from **January 16, 2010 through January 31, 2013**. The first month shall be pro-rated.

29. CONTRACT RENEWAL

UMC reserves the option to renew CONTRACT for an additional two (2), one-year period(s) from its expiration date.

30. CONTRACT EXTENSION

UMC reserves the option to temporarily extend CONTRACT for up to one hundred twenty (120) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

31. INSURANCE

SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Exhibit C** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

SUCCESSFUL BIDDER shall include the cost of the insurance coverages in its bid price(s). SUCCESSFUL BIDDER shall provide UMC with proof of insurance as specified within ten (10) calendar days after UMC request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in **Exhibit B**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Exhibit B**. All Bidders shall include the cost of the insurance coverages in their bid price(s).

32. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, UMC may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. UMC may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

33. POST AWARD WALK-THROUGH

Prior to the start of CONTRACT, UMC will conduct a mandatory walk-through of the facility followed by a Kick-off meeting with SUCCESSFUL BIDDER. The purpose of the walk through and kick-off meeting is to address any questions or concerns of SUCCESSFUL BIDDER.

34. PRICE ADJUSTMENT REQUESTS

Prices shall not be subject to change during the initial contract year. Price adjustment requests may be made annually. The first price adjustment request may be made at least sixty (60) calendar days prior to the 1<sup>st</sup> anniversary of the contract. All price adjustment requests, including suitable proof, shall be submitted, at least sixty (60) calendar days in advance of the anniversary date of the Contract to the University Medical Center, Contracts Management, 1800 West Charleston Boulevard, Las Vegas, NV 89102. Price increases shall not be retroactive. A price adjustment can only occur if the SUCCESSFUL BIDDER has been notified in writing of UMC's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the SUCCESSFUL BIDDER each year. The reference months/period and indexes to be used to determine price adjustments will be between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the Price Index specified below.

**Suitable Proof:** Print-out of price index and calculated increase/decrease, CPI Urban Area.

**Producer Price Index:**

The Consumer Price Index (CPI) – For All Items 1982-1984 = 100 (Series ID = CUUR000SAD). The price adjustment per annual request may be the lesser of percent of CPI change for the twelve (12) month period or three percent (3%) for an increase or decrease.

**Price Decrease:** Owner shall receive the benefit of a price decrease to any item during a annual period if the CPI decreases. If, at the point of exercising the price adjustment provision, market indicators and the CPI shows that the prices have decreased, and that the SUCCESSFUL BIDDER has not passed the decrease on to UMC, UMC reserves the right to place the SUCCESSFUL BIDDER in default, terminate the contract, and such actions will reflect adversely against the SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of the SUCCESSFUL BIDDER in future opportunities.

35. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Nevada Admission Day  
Veteran's Day  
Thanksgiving Day and the Friday After  
Christmas Day  
New Year's Day

SUCCESSFUL BIDDER is required to verify dates with UMC'S representative prior to the commencement of work.

36. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS

SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, UMC Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit E**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

37. POLICY I-179:

Adherence to Policy I-179 Vendor Roles, Responsibilities and Credentialing **Exhibit G**.

38. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at [www.accessclarkcounty.com](http://www.accessclarkcounty.com) , select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>.

**II.**

**GENERAL CONDITIONS**

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of UMC.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by UMC to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide UMC any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. AUTHORITY

UMC is bound only by UMC agents acting within the actual scope of their authority. UMC is not bound by actions of one who has apparent authority to act for UMC. The acts of UMC agents which exceed their contracting authority do not bind UMC.

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. UMC'S PROPERTY

All property owned by UMC and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as UMC's property and adequately insured by SUCCESSFUL BIDDER for UMC's protection. In the event that UMC's property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse UMC for the value or expense of replacement, whichever is greater in accordance with UMC request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, UMC reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner UMC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the UMC Chief Executive Officer or their designee.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the BCC is required to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit F**. The form shall be submitted to UMC within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on UMC property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FALSE CLAIMS ACT

- A. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- B. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment "B". SUCCESSFUL BIDDER is expected to immediately report to UMC's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, or the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which SUCCESSFUL BIDDER believes, in good faith, violates an ethical, professional or legal standard. UMC shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

14. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

15. FISCAL FUNDING OUT

UMC reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If UMC does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

16. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide UMC satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

17. GOVERNING LAW/VENUE OF ACTION

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

18. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. General Conditions
- B. Addenda
- C. Instructions to Bidders
- D. Federal Requirements (If Applicable)
- E. Special Conditions
- F. Technical Specifications

19. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold UMC harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless UMC for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

20. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 UMC shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. UMC Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to UMC, within ten (10) business days of UMC'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by UMC'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by UMC. In the event that SUCCESSFUL BIDDER undercharged UMC, UMC shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged UMC, SUCCESSFUL BIDDER shall reimburse UMC within ten (10) business days. If overcharges are found, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

22. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, UMC may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

23. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, UMC is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to UMC in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of UMC.

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of UMC.

25. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless UMC, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by UMC, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by UMC; provided that UMC or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by UMC.

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

26. PUBLIC RECORDS

UMC is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of UMC's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

29. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of UMC. Approval by UMC of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by UMC shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to UMC caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

30. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of UMC in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and UMC. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

31. SUSPENSION BY UMC FOR CONVENIENCE

- A. UMC may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as UMC may determine.
- B. In the event UMC suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by UMC. Equitable adjustment shall be based on appropriated funds and approval by UMC.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible

32. TAXES

UMC is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

33. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, UMC may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by UMC to SUCCESSFUL BIDDER. In the event of termination for cause, UMC may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as UMC may deem appropriate and SUCCESSFUL BIDDER shall be liable to UMC for any excess cost or other expenses incurred by UMC.

34. TERMINATION FOR CONVENIENCE

UMC reserves the right to terminate CONTRACT in whole or part at any time whenever UMC shall determine that such a termination is in the best interest of UMC without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that UMC elects to terminate CONTRACT, the termination request will be submitted to the BCC or UMC Administration for approval.

35. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to UMC until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

36. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of contracting Supplier.



37. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by UMC, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

**III.**  
**SPECIAL CONDITIONS**

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of UMC's request:

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify UMC, in writing, within ten (10) calendar days of the change.
- B. Name, address and phone number of three (3) firms, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid.
- C. SUCCESSFUL BIDDER will have experience in Medical Waste handling.
- D. Franchised service providers will present documented references of their history and experience of the franchisee in meeting the experience requirements.
- E. Completed "Disclosure of Ownership" form (**Exhibit F**).
- F. A copy of current applicable Clark County Business License.

2. ENGLISH SPEAKING REPRESENTATIVE

UMC requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3. SERVICE WORKERS' BACKGROUND INVESTIGATION

Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide UMC'S representative with a list of the names of all personnel who will be working at UMC'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.

All record checks shall be available immediately upon request by UMC'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. UMC reserves the right to deny SUCCESSFUL BIDDER'S employee access to UMC'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. UMC further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.

After the Records Check has been given to UMC'S representative for review and has been approved by UMC, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing UMC'S facilities, with a UMC Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on UMC'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and UMC Supplier Identification Badge(s) for any new employee that will be assigned to accessing UMC'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to UMC for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. UMC Supplier Identification badges and access cards remain the property of UMC. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Failure to follow this procedure may result in termination of CONTRACT.

4. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the service in accordance with the terms and conditions of CONTRACT, UMC shall have the option to either terminate CONTRACT or temporarily procure the service from another supplier. If the service is procured from another supplier, SUCCESSFUL BIDDER shall pay to UMC any difference between the bid price and the price paid to the other supplier.

5. WORKING HOURS/OVERTIME

The normal business day for the Enterprise Healthcare Building employees varies daily (see Section 6 Hours of Service below). At UMC'S discretion, seasonal adjustments in the hours of the normal business day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to UMC.

SUCCESSFUL BIDDER shall pay for the overtime of all UMC'S agents and employees who, as a result of the SUCCESSFUL BIDDER'S operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of UMC, as specified above. Should SUCCESSFUL BIDDER elect to work on a holiday, and needs the County to inspect, SUCCESSFUL BIDDER shall prearrange inspection by written request at least forty-eight (48) hours in advance.

SUCCESSFUL BIDDER shall not be required to pay for the overtime of UMC'S agents and employees if such hours are required by the work of CONTRACT.

6. HOURS OF SERVICE

A. Normal business hours for SUCCESSFUL BIDDER'S Service Station shall include at minimum Monday through Friday, 8:00 a.m. to 5:00 p.m. PST.

B. Individual Tenant/Pod Hours of Operation are as follows:

**Pod 1** – UMC Quick Care: 8:00 A.M to 6:30 P.M. Monday - Sunday

**Pod 2** – Nevada Health Center: 7:00 A.M to 4:30 P.M. Monday – Friday

**Pod 3** – Nevada Health Centers WIC: 7:30 A.M to 4:30 P.M. Monday - Friday

**Pod 4** – Dental Clinic (estimated to open January 2011): To be determined

**Pod 5** – UMC Occupational Medicine Clinic: 7:00 A.M to 4:00 P.M. Monday, Wednesday, Thursday; and 7:00 A.M. to 11:00 P.M. Tuesday and Friday

7. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to UMC.

8. REMOVAL OF EMPLOYEE

UMC reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of UMC.

9. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

10. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. UMC will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to UMC'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to UMC.

11. RESPONSIBILITY FOR WORK SECURITY

A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, UMC'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with UMC on all security matters and shall promptly comply with any project security requirements established by UMC. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to UMC in a timely manner.

12. PROHIBITED ACTIVITIES WHILE ON UMC'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using UMC'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating UMC'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls from UMC telephones. Being under the influence of or use of alcohol or drugs while on UMC'S property is prohibited.

13. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify UMC'S representative before entering and exiting any of UMC'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of UMC'S representatives for each of UMC'S facilities.

14. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that UMC'S facilities are properly secured upon completion of performance of service, if such action is directed by UMC'S representative. SUCCESSFUL BIDDER shall be required to sign UMC'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at UMC'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

15. DAMAGE TO UMC PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage UMC property. In the event damage occurs to UMC property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to UMC. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by UMC, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

16. PERFORMANCE STANDARDS

- A. If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, UMC shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to UMC.
- B. Each month, UMC'S representative may conduct an inspection. SUCCESSFUL BIDDER shall be notified and requested to participate, if found necessary. During the inspection a "Housekeeping Quality Assurance Inspection Form," will be filled out and discussed with SUCCESSFUL BIDDER, if necessary. SUCCESSFUL BIDDER shall write in his/her comments and sign the document. These reports and inspections will be utilized to monitor the performance of SUCCESSFUL BIDDER.

17. NORMAL RESPONSE TIME

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time UMC'S designated representative calls the 24-hour service. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to UMC'S designated representative.

UMC will provide SUCCESSFUL BIDDER with a list of designated UMC'S employees authorized to request after hour services.

18. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of UMC property.

19. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

20. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to SUCCESSFUL BIDDER, UMC will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after hours services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to UMC for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.

21. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL BIDDER by UMC. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

UMC must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify UMC immediately. UMC reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.

22. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to UMC at CONTRACT kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable or UMC points out the deficiencies. The program shall include but not be limited to the following:

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to UMC monthly during the terms of CONTRACT. UMC may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

23. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by UMC to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

24. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and UMC. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of UMC, pending resolution of any dispute.

25. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, UMC will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for UMC to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

26. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

27. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. UMC is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes. A janitorial closet with mop sink and storage is provided at the site, UMC has the right to inspect this area during monthly inspections.

28. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, UMC may accomplish the same at SUCCESSFUL BIDDER'S expense.

29. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE RELATED TO JANITORIAL / HOUSEKEEPING EFFORTS

- A. UMC Representative will contact SUCCESSFUL BIDDER either verbally or in writing to describe any deficiencies.
- B. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will contact SUCCESSFUL BIDDER in writing describing deficiencies and schedule a meeting.
- C. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will issue a written notice of deficiencies allowing seven (7) calendar days for SUCCESSFUL BIDDER to provide a written plan to cure or remedy the situation.
- D. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will formally terminate the CONTRACT.
- E. If SUCCESSFUL BIDDER is terminated for cause, SUCCESSFUL BIDDER will be disqualified from bidding or quoting on any UMC janitorial / housekeeping business for a period of twelve (12) months from the date of the termination. This disqualification will result in SUCCESSFUL BIDDER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe. Separate bids or purchase orders related to janitorial or housekeeping in place at the time of termination shall continue but no extensions or option years will be exercised on those efforts.

IV.  
TECHNICAL SPECIFICATIONS

TS.1 Location

The Enterprise Healthcare Building is located at 1700 Wheeler Peak Drive, Las Vegas, Nevada, 89106.

The building is comprised of approximately 22,036 total square feet including common areas.

UMC administers the property for Clark County, Nevada and occupies approximately 11,437.81 square feet.

Other tenant(s) occupy the balance (Pods) and each shares in the Common Area cost of maintenance.

**Pod 1** – UMC Quick Care: 7,012.68 sq ft

**Pod 2** – Nevada Health Center: 3,378.24 sq ft

**Pod 3** – Nevada Health Centers WIC: 2,608.50 sq ft

**Pod 4** – Dental Clinic (Empty until approximately January 2011): 4,611.45 sq ft

**Pod 5** – UMC Occupational Medicine Clinic: 4,425.13 sq ft

TS.2 Delivery of Services

The cleaning specifications are on the basis of seven (7) nights per week and include a daily on-site porter (Monday through Friday).

Service is provided for the entire building including all tenants. Successful Bidder will bill each tenant directly based on their square footage occupied. In the event that any Pod(s) become vacant, the other tenants are not responsible for the vacant Pod or any payment due.

**UMC is not responsible for the collection of payment from the other tenants of the building. Payment must be collected directly from tenant occupying each individual Pod.**

TS.3 Invoicing Requirements - Tenant

This Bid may represent the requirements from numerous Enterprise Healthcare Building Departments (Tenant/Pods). Each individual Tenant/Pod will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or Pod for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, UMC is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services. The first month shall be prorated.

If a Pod becomes vacant and cleaning is no longer required during any period of the contract term, that Pod will temporarily be removed from the contract and cleaning requirements shall be suspended without penalties to no longer invoice.

TS.4 Day Porter Services

Successful Bidder will provide personalized day porter services, at the direction of the Building Manager, five (5) days per week, Monday through Friday between 8:00 a.m. and 5:00 p.m. Currently, this requirement is staffed with a single individual. While the day porter may be assigned cleaning duties as determined by the contractor, the primary purpose of this position is to address any immediate cleaning needs of the tenants.

TS.5 Deliverables

The Successful Bidder will provide all necessary labor, materials, equipment, supplies, and other costs associated with a cleaning service. This will include providing all paper, plastic and soap products necessary to maintain normal conditions of a medical office building.

TS.6 Communication Log

Successful Bidder will keep current, on the building site a communications log book, for any special requests. The Successful Bidder will exercise due diligence to respond to all reasonable special requests and complaints the same day. Complex special requests or complaints shall be addressed within twenty-four (24) hours.

TS. 7    Experience

- A.    The Enterprise Healthcare Facility is a high volume, 200 patients per day, joint use medical facility, which includes medical and dental treatment. Bidders shall have experience in similar facilities with the above stated traffic level or higher.
- B.    Since this is a health care environment the Bidder's employees must be trained in "Terminal Cleaning" practices to control the spread of infections.



Name of Firm

**INTENT:**

It is the intent of these specifications to provide the minimum requirements for the Successful Bidder that will conform to the specifications, and be suitable for continuous use by UMC.

**BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.**

ITEM NO.	SERVICE AREA	FREQUENCY OF SERVICE	SERVICE DESCRIPTION
<b>1.0</b>	<b>OFFICES</b>	<b>DAILY</b>	
1.1			Empty, clean, and damp dust all waste receptacles and remove waste paper and rubbish from premises to designated areas. Wash as necessary. Place plastic liners in receptacles
1.2			Empty and damp wipe all ashtrays
1.3			Vacuum carpet areas in leased premises, including lobbies, corridors, and under furniture. Clean and vacuum top of chair mats. Spot clean spills and smudges
1.4			Hand dust and wipe clean with damp or treated cloth, office desktops and exposed furniture surface area
1.5			Clean and sanitize telephones as needed
1.6			Damp wipe and polish all glass furniture tops, glass entry doors, glass side panels, mirrors, bright work, enameled surfaces, and interior glass partitions
1.7			Dust chair rails and trim surfaces
1.8			Remove fingerprints and smudges from all vertical surfaces, including doors, door frames, hardware, metals, on and around light switches, private entrance glass partitions, and picture and wall decorations within reach
1.9			Sweep or vacuum private stairways
1.10			Clean and disinfect all basins, bowels, lavatories, and sinks
1.11			Damp mop and disinfect all coffee bars, waiting rooms, labs, exam rooms, restrooms, and treatment room floors
1.12			Clean and disinfect cafeteria areas, exterior appliances, and exterior cabinet surfaces
1.13			Private restroom: See nightly cleaning specifications for restrooms
1.14			Straighten magazines and furniture in waiting rooms and front office areas
1.15			Place all furniture in standard pattern for respective rooms/areas
1.16			Wipe clean and sanitize as needed
1.17			Spot clean carpet

1.18			Lock all entrance doors and any interior doors requested by Tenant or Building Manager. All other interior doors to open unless otherwise instructed
1.19			Turn off all lights after cleaning areas
<b>2.0</b>	<b>OFFICES</b>	<b>MONTHLY</b>	
2.1			Edge Vacuum
2.2			Damp dust cove base
2.3			Dust, damp wipe, or polish clothing closets, shelving, and coat racks
2.4			Vacuum upholstered surfaces
2.5			Hand dust and wipe clean with damp or treated cloth office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces
<b>3.0</b>	<b>OFFICES</b>	<b>QUARTERLY</b>	
3.1			Dust and vacuum light fixtures and ventilation
3.2			Dust vertical and horizontal window blinds
3.3			Dust window sills and window frames
3.4			Perform high dusting of picture and wall decorations, doors, door frames, walls, partitions, and others not reached in nightly cleaning
3.5			Dust exposed overhead pipes and sprinklers
<b>4.0</b>	<b>OFFICES</b>	<b>BI-ANNUALLY</b>	
4.1			Shampoo all office carpets
<b>5.0</b>	<b>RESTROOMS</b>	<b>DAILY</b>	
5.1			Disinfect, mop, rinse, and dry tile floor
5.2			Clean all mirrors, bright work, faucet handles, and enameled surfaces. Remove all evidence of water hardness
5.3			Wash and disinfect all basins, urinals, and toilet bowls, removing all stains. Clean undersides of urinal and bowl rims
5.4			Wash and disinfect both sides of toilet seats
5.5			Damp wipe, wash, and disinfect as necessary all partitions, tile walls, and outside surfaces of all toilet tissue, hand soap, and towel dispensers and receptacles
5.6			Empty and sanitize all receptacles and sanitary napkin dispensers
5.7			Empty waste receptacles, spray and damp wipe with disinfectant. Remove waste paper and refuse to designated areas and replace plastic liners
5.8			Clean flush meters, piping, toilet seat hinges, and other metal
5.9			Refill toilet tissue, hand soap, towels, and sanitary napkin dispensers

5.10			Clean, disinfect, and fill floor drains with water
<b>6.0</b>	<b>RESTROOMS</b>	<b>MONTHLY</b>	
6.1			Dust and vacuum light fixtures and ventilation registers
6.2			Machine scrub flooring, using a germicidal solution
6.3			Perform high dusting of walls, doors, partitions, and others not reached in nightly cleaning
6.4			Wash down and disinfect all partitions, tile walls, metal ceilings, and enamel surfaces.
<b>7.0</b>	<b>RESTROOMS</b>	<b>QUARTERLY</b>	
7.1			Wash lighting fixtures, lenses, and lamps
	Note: Disinfectants are to be odorless. All solvents used will not cause harm to chrome finishes.		
<b>8.0</b>	<b>PUBLIC AREAS</b>	<b>DAILY</b>	
8.1			Wash and sanitize all water fountains. Wash metal housing as needed
8.2			Carpeted area, rugs, or door mats
8.2.1			a. Vacuum
8.2.2			b. Spot clean spillage
8.3			Marble, slate, ceramic tile, terrazzo, brick, or stone
8.3.1			a. Remove scuff marks and chewing gum
8.3.2			b. Dust with specially treated dust mops
8.3.3			c. Damp mop and dress
8.4			Vinyl tile, or other composition floors and bases
8.4.1			a. Dust with specialty treated dust mops
8.4.2			b. Damp mop
8.5			Ash Urns
8.5.1			a. Empty, wash, clean, and polish. Where sand urns are used, empty all debris, smooth sand, or replace as needed
8.6			Glass (including mullions)
8.6.1			a. Clean glass entrance doors nightly
8.6.2			b. Clean glass partitions, glass walls, mirrors, bright work, enameled surfaces, and glass furniture
8.7			Plaza, Entrances, and Lobbies
8.7.1			a. Wipe clean and sanitize seating areas.
8.7.2			b. Sweep and/or vacuum entrance mats and carpet runners. Wash all rubber mats.
8.7.3			c. Remove fingerprints and smudges from directory boards, lobby, and corridor signage.
8.7.4			d. Clean and polish telephone booths, mail chutes, and mail depositories.
8.7.5			e. Clean and polish ornamental metal doors.
8.7.6			f. Maintain building lobby corridors and other public areas in a clean condition.

8.8			Maintenance Areas
8.8.1			a. Wash and dress floor surfaces.
8.8.2			b. Report any faucet leaks, drains clogs, etc. to Building Manager
<b>9.0</b>	<b>PUBLIC AREAS</b>	<b>WEEKLY</b>	
9.1			Wash and dress marble, slate, ceramic tile, terrazzo, brick, or stone floor surfaces
9.2			Wash and clean vinyl tile, or other composition floor and bases surfaces thoroughly
9.3			Clean and polish directory boards, lobby, and corridor signage
9.4			Clean fire extinguishers and/or fire hose cabinet
9.5			Sweep stairways and landings as needed
<b>10.0</b>	<b>PUBLIC AREAS</b>	<b>MONTHLY</b>	
10.1			Marble, slate, ceramic tile, terrazzo, brick, or stone
10.1.1			a. Thoroughly clean and buff floor surfaces
10.1.2			b. Polish, restore, and maintain high gloss shine
10.2			Vinyl tile, or other composition floors and bases
10.2.1			a. Buff, restore, and maintain high gloss shine
10.2.2			b. Strip floor surfaces, seal, and refinish as needed
10.4			Common Hallways/Corridors
10.4.1			a. Wipe doors I public corridors
10.4.2			b. Perform high dusting (doors, air vents, ledges, partition tape, high window sills, etc
10.4.3			c. Edge vacuum
10.5			Walls
10.5.1			a. Dust
10.5.2			b. Spot Wash
10.6			Doors-Damp dust and/or wash
10.7			Plaza, Entrances, and Lobbies
10.7.1			a. Vacuum upholstered surfaces
10.7.2			b. Polish tenant plaques and directory boards.
<b>11.0</b>	<b>PUBLIC AREAS</b>	<b>QUARTERLY</b>	
11.1			Marble, slate, Ceramic tile, terrazzo, brick, or stone
11.1.1			a. Scrub, seal, and refinish floor surfaces
11.1.2			b. Polish, restore, and maintain high gloss shine
11.2			Vinyl tile, or other composition floors and bases
11.2.1			a. Buff, restore, and maintain high gloss shine
11.2.2			b. Strip floor surfaces, seal, and refinish as needed
11.3			Dust and vacuum light fixtures and ventilation registers
11.4			Dust vertical and horizontal window blinds

11.5			Dust window sills and window frames
11.6			Perform high dusting of picture and wall decorations, doors, door frames
11.7			Dust exposed overhead pipes and sprinklers
12.0	<b>ALL AREAS</b>	<b>YEARLY</b>	
12.1			Ceiling, wash lighting fixtures, lenses and lamps

**V.**  
**BID FORM PRICE SHEET**

\_\_\_\_\_  
 Name of Firm

This bid is submitted in response to UMC'S Invitation To Bid and is in accordance with all conditions and specifications in this document.

DESCRIPTION (Pod Breakdown Cost)	RATE Per Square Foot		TOTAL Square Feet		Per Month	MONTHLY Total Cost		Per Year	ANNUAL Total Cost
<b>Pod 1</b> UMC Quick Care	\$	X	7,012.68	X	1	\$	X	12	\$
<b>Pod 2</b> Nevada Health Center	\$	X	3,378.24	X	1	\$	X	12	\$
<b>Pod 3</b> Nevada Health Centers WIC	\$	X	2,608.50	X	1	\$	X	12	\$
<b>Pod 4</b> Dental Clinic	\$	X	4,611.45	X	1	\$	X	12	\$
<b>Pod 5</b> UMC Occupational Medicine Clinic	\$	X	4,425.13	X	1	\$	X	12	\$
						<b>COMBINED MONTHLY Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4 + Pod 5)</b>			\$
						<b>COMBINED ANNUAL Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4 + Pod 5)</b>			\$

## ATTACHMENTS TO BID FORM

**FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.**

1. **Exhibit A**, Subcontractor Information, is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED  
REPRESENTATIVE (PRINT OR TYPE)

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
PHONE NUMBER OF AUTHORIZED  
REPRESENTATIVE

\_\_\_\_\_  
CITY, STATE ZIP

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE

### BUSINESS LICENSE INFORMATION

\_\_\_\_\_  
CURRENT STATE:                      LICENSE NO.

\_\_\_\_\_  
ISSUE DATE:                      EXPIRATION DATE:

\_\_\_\_\_  
CURRENT COUNTY:                      LICENSE NO.

\_\_\_\_\_  
ISSUE DATE:                      EXPIRATION DATE:

\_\_\_\_\_  
CURRENT CITY:                      LICENSE NO.

\_\_\_\_\_  
ISSUE DATE:                      EXPIRATION DATE:

## **Exhibit A**

### **Subcontractor Information**

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

**STATE OF NEVADA BUSINESSES****MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**SMALL BUSINESS ENTERPRISE (SBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**NEVADA BUSINESS ENTERPRISE (NBE):**

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**BUSINESSES IN OTHER STATES****LARGE BUSINESS ENTERPRISE (LBE):**

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.



**Exhibit A Continued****SUBCONTRACTOR INFORMATION**

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

## 1. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

## 2. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

## 3. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

## 4. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

## 5. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

## 6. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

## 7. Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

☐ No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

**Exhibit B****INSURANCE REQUIREMENTS****TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL****1. FORMAT / TIME**

SUCCESSFUL BIDDER shall provide UMC with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within ten **(10) calendar days** after the award by UMC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

**2. BEST KEY RATING**

UMC requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

**3. UMC COVERAGE**

UMC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. SUCCESSFUL BIDDER'S insurance shall be primary as respects UMC, its officers and employees.

**4. ENDORSEMENT / CANCELLATION**

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to UMC. All policies must note that UMC will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

**5. DEDUCTIBLES**

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

**6. AGGREGATE LIMITS**

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

**7. COMMERCIAL GENERAL LIABILITY**

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

**8. AUTOMOBILE LIABILITY**

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

**9. WORKERS' COMPENSATION**

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, UMC may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. UMC may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of UMC, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

13. COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) General Aggregate (\$2,000,000)
  - (E) Products - Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Bid Number 2010-27 Janitorial Services Enterprise Healthcare Building (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
 

University Medical Center of Southern Nevada  
c/o Contracts Management Department  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102
- I. Appointed Agent Signature to include license number and issuing state.

<b>CERTIFICATE OF INSURANCE</b>					ISSUED DAY (MM/DD/YY) <div style="border: 1px solid black; width: 100px; height: 20px;"></div>		
<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE &amp; FAX NUMBERS</b>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURED</b> <b>2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</b>			<b>COMPANIES AFFORDING COVERAGE</b>		<b>3. BEST RATING</b>		
			COMPANY <b>A</b> LETTER		COMPANY'S		
			COMPANY <b>B</b> LETTER		BEST KEY		
			COMPANY <b>C</b> LETTER		RATING		
			COMPANY <b>D</b> LETTER				
COMPANY <b>E</b> LETTER							
<b>COVERAGES</b>							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
4.	<b>GENERAL LIABILITY</b>	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$(F) 1,000,000	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G) 1,000,000	
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$(H) 50,000	
	<b>DEDUCTIBLE \$</b> _____				MED. EXPENSE (Any one person)	\$(I) 5,000	
	5.	<b>AUTOMOBILE LIABILITY</b>	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$(M) 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE	\$	
<input type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> NON-OWNED AUTOS							
<b>DEDUCTIBLE \$</b> _____							
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
6.	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input type="checkbox"/> STATUTORY LIMITS		
					EACH ACCIDENT	\$	
					DISEASEC POLICY LIMIT	\$	
					DISEASEC EACH EMPLOYEE	\$	
<b>7. DESCRIPTION OF BID: BID NO. RFP 2010-27 Janitorial Services for Enterprise Healthcare Building.</b>							
<b>8. CERTIFICATE HOLDER</b>  University Medical Center of Southern Nevada c/o Contracts Management Department 1800 West Charleston Boulevard Las Vegas, Nevada 89102			<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.				
			<b>9. APPOINTED AGENT SIGNATURE</b> _____				
			INSURER LICENSE NUMBER _____				
			ISSUED BY STATE OF _____				

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: \_\_\_\_\_

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

University Medical Center of Southern Nevada  
c/o Contracts Management Department  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**Exhibit C**  
**AFFIDAVIT**  
**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being  
(Name of Sole Proprietor) (Legal Name of Company)  
duly sworn, depose and declare:

I am a Sole Proprietor;

I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 2010-27, entitled Janitorial Services Enterprise Healthcare Building;

I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada            )  
                                      )ss.  
County of Clark            )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

## DEVIATIONS TO TECHNICAL SPECIFICATIONS

<u>Specification</u>	<u>Remarks</u>
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[illegible]

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Print Name

**EXHIBIT E****Business Associate Agreement**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

**WITNESSETH:**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.



II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

- (a) Business Associate agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
  - (ii) at termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;
  - (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
  - (iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
  - (v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.
- (b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.
- (d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.
- (e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Kathleen Silver

Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chief Executive Officer

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

**EXHIBIT F****INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM****Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“BCC”) in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed.

**Type of Business** – Indicate if the entity is an Individual, Partnership, Limited Liability Corporation, Corporation, Trust, Non-profit, or Other. When selecting ‘Other’, provide a description of the legal entity.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

**Minority Owned Business Enterprise (MBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Nevada Business Enterprise (NBE):**

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**Large Business Enterprise (LBE):**

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

**Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

**List of Owners** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation, list all Corporate Officers and members of the Board of Directors only.

**For Professional Services Contracts Only –**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant pecuniary interest.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature/Capacity and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

## DISCLOSURE OF OWNERSHIP FORM

<b>Type of Business</b>					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
<b>Business Designation Group (For informational purposes only)</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
<b>Business Name:</b>					
<b>(Include d.b.a., if applicable)</b>					
<b>Business Address:</b>					
<b>Business Telephone:</b>				<b>Email:</b>	
<b>Business Fax:</b>					
<b>Local Business Address</b>					
<b>Local Business Telephone:</b>				<b>Email:</b>	
<b>Local Business Fax:</b>					

**All non-publicly traded corporate business entities** must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

**Corporate entities shall list all Corporate Officers and Board of Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### For professional services contracts only.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes    ☐ No    (If yes, please note that County employees may not perform any work on professional service contracts)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes    ☐ No    (If yes, please disclose on the attached Disclosure of Relationship form.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE(S)	RELATIONSHIP TO UMC* EMPLOYEE	UMC DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: <b>Vendor: Roles, Responsibilities and Credentialing</b>	ADMINISTRATIVE APPROVAL: <b>Kathleen Silver</b>
EFFECTIVE: <b>08/01/09</b> REVISED:	
POLICY #: <b>I – 179</b>	
Replaces I-115, I-1.5, III-10, III-10.1, III-10.2, OR - 106	
AFFECTS: Organizational Wide	

**PURPOSE:**

To assure vendors entering University Medical Center of Southern Nevada (UMCSN) for the purpose of conducting business do so in such a manner as to not interfere with the normal operations of the institution and comply with institutional and federal requirements regarding safety and the confidentiality of information.

Vendors will not be allowed on campus until they have finished the orientation process. This is an organizational wide policy; all participating departments and Materials Management will enforce this process.

It is a requirement of UMCSN that all Vendors abide by the Policies and Procedures of the Medical Center.

Failure to comply with UMCSN policy shall be subject to loss of business privileges at UMCSN. UMCSN reserves the right to restrict the representative, and the company they represent, from UMCSN property.

**Definitions**

*Vendor* – Bonafide representatives of companies providing goods or services to the healthcare industry for the purpose of this policy, vendors with contracts or agreements for services with UMCSN i.e., construction and maintenance are excluded.

*Tailgating (piggybacking)* – When a vendor is officially registered with UMCSN, but is accompanied by another individual(s) who have not officially registered.

**POLICY:**

**Patient Rights / Confidentiality**

All vendors conducting business within UMCSN have a legal and ethical responsibility to safeguard the rights and privacy of all patients and protect the confidentiality of their health information.

UMCSN has the right to limit the number of vendors that any single company has visiting UMCSN facilities at any given one time.

While in patient care areas, the vendor must be accompanied by an employee or UMCSN credentialed medical staff member. Tailgating is prohibited. Each vendor is responsible for following this policy.

**Credentialing**

In order to be approved for access, all vendors must register and maintain a current file with the UMCSN's approved 3<sup>rd</sup> party vendor credentialing agency. This information will include but will not be limited to the following based on Access Level Definitions:

❖ **Level 0 – No Fee Vendor**

- Vendors and Volunteers who access the facility but are not required to provide any credentials or documentation. These individuals do not provide technical assistance, do not operate equipment, do not enter clinical or patient care areas, and do not provide assistance or consult with patient care staff or clinicians. (e.g., Clinical Engineering Service Technicians, Desktop Delivery Services, Plant/Facilities



Service Professionals, Canine Service Individuals)

❖ **Level 1 – Non-Clinical Vendor**

- Vendors that do not primarily serve in clinical support roles. These Vendors do not provide technical assistance, do not operate equipment, do not generally enter patient care areas, and do not provide assistance or consult with patient care staff (e.g., Pharmacy Representatives, Delivery Vendors, Etc.).

❖ **Level 2 – Clinical Vendor**

- Vendors that primarily serve in clinical support roles. These Vendors often provide technical assistance, operate equipment, and observe or attend procedures with patients. Their role requires them to often work in patient care areas, and/or provide assistance to or consult with patient care staff (e.g., medical device sales representatives, technicians, etc.)

❖ **Level 3 – Clinical Contractor (Allied Healthcare)**

- Contract employees/vendors that provide direct patient care and/or services on behalf of an organization. Patient care personnel can include but are not limited to nursing, therapy, pharmacy, dietary, activities staff, drug and alcohol counselors, and nursing assistants/aides.

The following list is a listing of documentation required by vendor representatives when completing profile applying for credentialing through the 3<sup>rd</sup> party agency, based on the access level definitions (above) to UMCSN:

- Administrative
  - Photo ID
  - Drug Screen – Standard 7 Panel
  - Employment verification
  - Proof of Criminal Background Check
  - Proof of Liability Insurance
  - Proof of OIG GSA Exclusion Check
  - National Patient Safety Goals – The Joint Commission
- Immunization Status
  - Tuberculosis skin test (or Chest X-Ray)
  - MMR (Mumps, Measles, Rubella)
  - Tdap (Tetanus, diphtheria, Pertussis)
  - Hepatitis B Immunization
  - Varicella Immunization (Chicken Pox)
- Training / Credentials
  - Aseptic Principles / Sterile Technique
  - Blood Borne Pathogen Training
  - CPR Training Certification
  - Continuing Education Certification
  - Electrical Safety
  - Fire Safety
  - HIPPA Training
  - Procedural Protocol
  - Product Training / Competency Verification
  - Professional Certification / State Licensure
- UMCSN Read and Accept Items
  - Vendor; Roles, Responsibilities and Credentialing
  - Vendor/Sales Representative “Statement of Agreement”
  - Joint Commission National Patient Safety Goals
  - Code of Conduct / Ethics

It is the responsibility of the credentialed vendor and requesting Department to monitor and assure that vendor is compliant with these guidelines as written.

There will be records of all authorized vendors available via the 3<sup>rd</sup> Party Vendor Credentialing System. Online access will be made available to all Cost Center Managers and designees.

### **Entry Guidelines**

Each vendor representative shall abide by policies and procedures of UMCSN, The Value Analysis Committee, Medication Safety Evaluation Committee and Therapeutics Committee, all facility areas, posted signage and specific Department rules and requirements. It is the responsibility of the Departments to in-service vendors as it applies to specific Policies and Procedures and regulatory agency responsibilities.

1. Under no circumstances is a vendor representative to enter the UMCSN campus and go directly to a patient care, ancillary or administrative department without appropriate UMCSN 3<sup>rd</sup> Party Credentialing access, or the following approval:
  - a. Pharmaceutical Representatives: Department of Pharmacy
  - b. Engineering / Facilities Representative: Department of Plant Management/Operations
  - c. Surgical Services Representative: Department of Materials Management or Surgical Services
  - d. Clinical Engineering Representatives: Department of Clinical Engineering
  - e. All Other Representatives: Department of Materials Management
2. Vendors are seen by appointment only, within all Departments of UMCSN
  - a. Exceptions to this can be made on a case-by-case situation
  - b. Appointments are to be made well in advance with the understanding that appointment is on a time available basis with Department Managers, Administrative Staff and other key personnel within the UMCSN organization.
3. Temporary badges will be issued at time of appointment if vendor representative is a first time visitor and will be traveling within the campus to other departments
  - a. A temporary badged vendor must be escorted at all times while in the facility.

### **Approval of Product Presentation**

**Purpose:** To provide a safe, confidential environment by monitoring use of new products and the participation of vendor representatives conducting business in-patient care areas.

1. All product introductions are subject to review by UMCSN Committees, such as the Medication Safety Evaluation Committee and Therapeutic Committee and Value Analysis Committee, which may defer use or evaluation of the product due to contractual obligations for a similar product, incompatibility with current clinical care needs, or a lack of clear advantages in using the proposed product.
2. Products being requested for a particular procedure must follow "Criteria for Implants, Devices or Procedures" below.
3. Products or services provided by vendors under contract with UMCSN should be evaluated for priority utilization. These products generally provide better quality, pricing and regulatory agency compliance for UMCSN. Variances from use of the contracted vendor will be reviewed for acceptability and the requestor will be required to provide justification for the variance.
  - a. Acceptable justification for variation from use, include:
    - i. The contracted vendor is unable to provide the requested service or product, substitution is utilized
    - ii. The patient's third party payer requires utilization of another vendor via their contracts
4. Vendor representatives shall provide samples, pricing, and FDA 510K certification for products that are being requested for review.
  - a. The appropriate department Cost Center Managers, staff members and Value Analysis will review the report. If the product has a positive merit, the Vendor Representative may be permitted to introduce the item to the user areas
  - b. The acceptances of pharmaceutical samples are not allowed on any UMCSN or affiliate campus.

5. Vendors who supply product without prior UMCSN managerial authorization, risk non-payment if there are any invoices or costs associated with the products.
6. Any product received at the dock must have a Purchase Order number or it will be refused for delivery
  - a. Exceptions are for sample products containing approved product and indicating the Department name and the name of the recipient.
7. No sales representative or vendor shall offer gifts, entertainment or favors, as UMCSN personnel may not accept such gifts from any supplier, current or potential.
  - a. Exceptions are made on a case-by-case discussion with Administrative Management Personnel.
  - b. The acceptances of pharmaceutical samples are not allowed on any UMCSN or affiliate campus.
  - c. Refer to Policy Ethical Standards (Article XV) and Conflict of Interest (I-1.2.C)
8. There may be additional policies for individual departments (e.g. Pharmacy, Sterile Processing, Radiology, Engineering, and various procedural areas), which detail specific protocols for vendor representatives.
9. All product samples are to remain in the requesting Manager / Departments areas or are to be returned to the Vendor Representative upon completion of the trial, unless otherwise approved for further evaluation
10. New products will not be placed into the system for use until approved and staffs have or are being currently trained. This includes physician requested products for patients placed while during a procedure that the patient will be transferred to an inpatient unit with.

#### **Code of Ethics**

**Purpose:** To protect patient confidentiality and provide quality patient care of the patient during a procedure.

1. All Vendor representatives must register at one of the “Kiosks” for registration through the UMCSN's 3<sup>rd</sup> Party Credentialing Service to obtain a certified Vendor Identification Badge.
2. The Vendor's only purpose in the area is to assist in or direct the use of their product / equipment, not to socialize with surgeons, physicians, staff or each other.
3. The Vendor should speak in a refined, quiet professional manner at all times.
4. No Vendors are permitted to use any facility phones located in the nurse's lounge area, procedure rooms, or between the procedure rooms. Cellular phones are permitted in facility areas unless specified.
5. Vendors are not covered by UMCSN's liability insurance, they are not permitted to help move patients or have any direct contact with the patient, unless certified as an Allied Healthcare Professional and has appropriate authorization to perform functions.
6. Vendors when present in a procedural area are requested to have electronic pointing devices to avoid reaching over a sterile field with the possibility of a break in the sterile field.
7. Vendors must leave the procedural area once their product has been utilized or demonstrated satisfactorily unless there is an ongoing need for their presence during the procedure.
8. Vendors are not permitted to sit in the lounges that are used solely by Physicians, Surgeons, or staff to conduct sales opportunities. Presences in these areas are by invitation only and the vendor is only permitted to demonstrate that specific product being utilized during the procedure requested.
9. Confidentiality must be maintained at all times. Vendors will be expected to refrain from discussing any aspect of the case after leaving the procedural area.

#### **Non-Discrimination Policy Practices**

**Purpose:** It is the policy of UMCSN to encourage its vendors not to engage in the following employment practices which are made unlawful by 29 U.S.C. & 623 and 42 U.S.C. && 2000e-2 2000e-3 AND 12112, AND NRS 613.330 and 613.340:

1. To fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions or privileges of employment, because of the individual's race, color, disability (including AIDS and related conditions), gender, age, cultural, economic, educational or religious background; or

2. To limit, segregate or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, disability (including AIDS and related conditions), gender, age, cultural, economic, educational or religious background; or
3. To discriminate against any individual because of the individual's race, color, disability (including AIDS and related conditions), gender, age, cultural, economic, educational or religious background, in admission to, or employment in, any program established to provide apprenticeship or other training; or
4. To discriminate against individuals with physical, aural or visual disabilities by interfering, directly or indirectly, with the use of an aid or appliance, including a guide dog by such an individual; or
5. To refuse to permit an employee with a visual or aural disability to keep the employee's guide dog with the employee at all times in the employee's place of employment; or
6. To discriminate against any employee or applicant for employment because the employee or applicant has opposed any practice made an unlawful employment practice by NRS 613.310 to 613.430, inclusive, or made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under NRS 613.310 to 613.430, inclusive; or
7. To print or publish or cause to be printed or published any notice or advertisement relating to employment by such a vendor indicating any preference, limitation, specification or discrimination, based on race, color, disability (including AIDS and related conditions), gender, age, cultural, economic, educational, or religious background, except as permitted in 42 U.S.C. & 2000e-2 and NRS 613.350, 613.360, 613.370, 613.380 and 613.390.

**Criteria for Implants, Devices or Procedures**

**Purpose:** To ensure that hospital departments and vendors are aware of UMCSN procedures when entering the facility with products specific to an individual patient or at the request of a member of the medical staff.

1. The vendor or vendor's office is to contact the UMCSN department as soon as possible, but at least three (3) working days prior to any scheduled surgical case or procedure involving a patient. Should the vendor be required in the room, have product that is not routine for UMCSN during the case or procedure, vendor is to notify the scheduler at this time. Hospital department will complete the Implant, Device or Procedure form and send to Managed Care office.
2. Managed Care Staff will review the vendor's request in order to evaluate UMCSN's capability to both provide the service and ensure appropriate payment sources. Managed Care will contact the appropriate department prior to the procedure with payment information and consent to treat. Should the case be postponed, the vendor and the physician's office will be notified by the department attempting to schedule the case.
3. Once approved, vendor(s) with implants or instrumentation should report the day before the scheduled case (no later than 5pm) to facilitate instrument processing, if necessary. Instruments to be used the day of surgery that arrive non-sterile are to be taken to the Sterile Processing Department (SPD) for decontamination and sterilization (please note that there is a four (4) hour turnaround time when brought in the day of procedure). The charge nurse will be responsible to monitor the process and report adverse outcomes to the Operating Room Director/Manager.
4. Vendor will complete necessary implant documentation furnished by UMCSN at the conclusion of the case for products that were brought directly to the procedural area by vendor. Vendor will make every attempt to leave an invoice referencing the case (not leaving requested paperwork will delay processing / payment). Processing of paperwork and approvals, prior to issuance of a Purchase Order from Materials Management is usually a three to four (3-4) day turnaround. UMCSN procedural team will handle product that has been ordered in advance or is part of UMCSN inventory for patient charging and replenishment.

**Please Note:**

All surgical implants, devices and procedures must have prior approval for use in any Procedural Department within the facility. Infractions of this can result in non-payment, suspension of vendor credentials and may result in refusal of credentialing rights for vendor and product with continued infraction.

**Access:**

**After normal business hours or in emergency situations**, utilization of UMCSN's 3<sup>rd</sup> Party Credentialing "Kiosk" is required. System will issue an access badge if vendor is approved for access (when access is denied, see below).

Approved and completed credentialing will be the responsibility of the vendor. Vendor is to maintain approved credentialing for access

**Upon arrival during normal visiting hours,** all vendors will utilize check in “Kiosk” for 3<sup>rd</sup> Party Vendor Access for verification and valid credentialing. A Vendor Identification Badge will be issued and will be worn at all times within the UMCSN facility. A new badge will be required for each visit to UMCSN.

**In both instances; when access is denied by 3rd Party System,** Security, and Administrator on Duty along with departmental Charge Nurse(s) will validate the appropriateness for vendor access. A temporary badge will be issued by Security for access. Security will document in Vendors portfolio the conditions of the access for further action by System Administrator.

### **New Technology Approval**

New technology inclusive of implants, devices or procedures must go before the Value Analysis Committee (VAC) of UMCSN. The VAC will prioritize and move request to the appropriate committee within the UMCSN network:

- Anesthesia Committee
- Implant Committee
- Value Analysis Committee
- Medication Safety Evaluation Committee and Therapeutic Committee
- Other Committee involvement as pertinent to product and it's utilization

Vendor is responsible to utilize the **Product Value Analysis / New Technology procedure booklet**, you can obtained through VAC, Surgical Services Department, or Materials Management office, for documentation and forms necessary for product review.

No new technology or products associated with a procedure may be used without the approval of the VAC; the VAC must approve any routine medical or surgical products for use. Pending the appropriate committee approval, the VAC can allow case-by-case approval for product utilization.

**It is the responsibility “Organizationally Wide”, to effectively support these procedures.**

### **Criteria for Equipment Trial and Evaluation**

1. Appropriate training must be provided to personnel in the area where the evaluation takes place. The new technology form must be completed and signed, and approved by VAC. Contact with Clinical Education will be necessary for access to appropriate staffs for training.
2. An approved and credentialed vendor must do scheduling and conduct in-service training. This can be accomplished by accessing utilizing UMCSN's 3<sup>rd</sup> Party Vendor Credentialing Service.
3. Supplies and equipment are never left for evaluation or sample purposes without specific permission of the Value Analysis Manager and Cost Center Department Manager. Before any piece of patient related or laboratory equipment is purchased, leased, loaned or accepted as a donation, it must be evaluated by UMCSN's Clinical Engineering Department and written permission must be granted by the Hospital Administration for final approval. A no charge purchase order will be issued once all criteria have been met. As per Hospital safety requirements, no equipment is to be used without safety inspection and evidence of preventative maintenance.

### **Departmental Specific Requirements**

#### **Surgical Services / Procedural Areas:**

1. All vendors must see “Front Desk” (Surgical Services), “Control Desk” (Cath Lab), “Main Reception” (Labor and Delivery) to sign Vendor Log once signed in with Kiosk and 3<sup>rd</sup> Party Vendor Credentialing System
2. Vendors must change into hospital provided disposable scrub uniforms before entering ANY Procedural Area.
  - a. This is to include but not limited to:
    - i. Disposable scrub shirt
    - ii. Disposable scrub pant
    - iii. Head covering (not to be worn outside of the procedural area)
    - iv. Mask, when and where required (not to be worn outside of the procedural area)
    - v. Shoe coverings (not to be worn outside of the procedural area)

3. Vendors do not “scrub-in” and do not participate directly in any procedure or procedural preparation on the patient, including when asked to by a surgeon, physician or any clinical staff employee.
4. Vendors may not open sterile products, instruments, instrument sets, or adjust equipment even if asked to by UMCSN staffs, physicians, or surgeons
5. Vendors are requested not to retrieve products other than those that they have brought with them for a specified procedure
6. Upon completion of the procedure, vendor shall discard the used scrub uniform, and any other Personal Protective Equipment appropriately and safely

**Radiological Services:**

1. Compliance with NAC regulations 459.055 and 459.339 vendors are responsible to train their staff in radiation safety and supply dosimetry badges to their employees in the event that they enter any area such that the does limits outlined in the NRS and NAC regulations could be met.
2. **NAC 459.055 “Occupational exposure” defined. ([NRS 459.201](#))** “Occupational exposure” means exposure of a person:
  - i. In a restricted area; or
  - ii. In the course of employment in which the person's duties involve exposure from sources of radiation, whether in the possession of the licensee, registrant or any other person.
3. **NAC 459.339 Precautionary procedures: Conditions requiring individual monitoring of external and internal occupational doses. ([NRS 459.030](#), [459.201](#))** Each licensee and registrant shall monitor exposures from sources of radiation at levels sufficient to demonstrate compliance with the limits for occupational doses specified in [NAC 459.010](#) to [459.950](#), inclusive. As a minimum:
  1. Each licensee and registrant shall monitor occupational exposure to radiation from licensed and unlicensed sources under the control of the licensee or registrant and shall supply and require the use of personnel monitoring equipment by:
    - (a) Adults who are likely to receive in 1 year, from sources of radiation external to the body, a dose in excess of 10 percent of the limits specified in [NAC 459.325](#);
    - (b) Minors who are likely to receive in 1 year, from sources of radiation external to the body, a deep-dose equivalent in excess of 0.1 rem (1 millisievert), a lens dose equivalent in excess of 0.15 rem (1.5 millisieverts), or a shallow-dose equivalent to the skin or extremities in excess of 0.5 rem (5 millisieverts);
    - (c) Women who have declared their pregnancy and are likely to receive, during the entire pregnancy, from sources of radiation external to the body, a deep-dose equivalent in excess of 0.1 rem (1 millisievert); and
    - (d) Any person entering a high or very high radiation area.
  2. Each licensee shall monitor, to determine compliance with [NAC 459.3275](#), the occupational intake of radioactive material by and assess the committed effective dose equivalent to:
    - (a) Adults who are likely to receive, in 1 year, an intake in excess of 10 percent of the applicable annual limit on intake in columns 1 and 2 of table I of appendix B;
    - (b) Minors who are likely to receive, in 1 year, a committed effective dose equivalent in excess of 0.1 rem (1 millisievert); and
    - (c) Women who have declared their pregnancy and are likely to receive, during the entire pregnancy, a committed effective dose equivalent in excess of 0.1 rem (1 millisievert).
4. Protective equipment must be worn at all times as indicated in Radiological safety precautions Policy and Procedures
  1. UMCSN will provide necessary protective aprons and must be worn when policy indicates.

### **Clinical Engineering**

1. All vendor service personnel entering the facility are required to utilize UMCSN 3<sup>rd</sup> Party Credentialing service.
2. The Clinical Engineering Department is available for further check-in Monday through Friday, 6:30a – 4:30p. These visits will be documented in the vendor control log, identifying the requesting department, equipment, date and time of the service.
3. Service reports will be delivered to the Clinical Engineering Department at the completion of the work order or in an agreed fashion.
4. All after hour visits will be of Emergency repair nature and will have been initiated by the manager of that department. In these cases, the outside service personnel will check in with the 3rd Party Credentialing “Kiosk”, Security and the appropriate supervisor. A vendor service report is required to be left in all cases of invoicing at the department where service was rendered.
5. The service report should be forwarded to the Clinical Engineering Department after all visits.
6. No invoices will be paid for services, which are not accompanied by the service report
7. The Clinical Engineering Department will monitor the quality and competency of the outside contractors along with the Manager of the respective departments.

**Human Resources :** Please refer to Temporary Staffing / Third-Party Equipment (I-66)

**Pharmacy Services:** In order to meet the confidentiality requirements as mandated by Federal HIPAA guidelines, we request the following from all business contacts and sales representatives seen within the UMCSN facility:

1. Individuals will be seen by pre-approved appointment only, utilization of UMCSN 3<sup>rd</sup> Party Credentialing process is necessary to gain access.
2. If you are booking an appointment with non-pharmacy personnel, this meeting must take place in non-patient care areas and in an area that does not require travel in a patient care hallway or area. Suggestions are: off campus offices or offices not in a patient care zone; cafeteria; conference or meeting rooms not in a patient care zone; medical school offices, etc...
3. Pharmacy will not provide badges for non-Pharmacy appointments, as we are unable to supervise or take responsibility for ensuring confidentiality. If you are here under the authority or request of the Pharmacy Department, we will ensure that you are properly badged and/or obtain patient consent, as required.
4. UMCSN will be enforcing these regulations. Individuals who are found to be in violation of these guidelines will be escorted off of the property.

### **UMC LIED CLINIC GUIDELINES FOR BUSINESS VISITORS AND VENDORS PER HIPAA REQUIREMENTS**

1. Individuals will be seen by pre-approved appointment only.
2. Access to and from the Lied Clinic will be through the Lied Pharmacy. You will need to check in with the pharmacy and get a visitors badge prior to going above the first floor. This ensures that unauthorized personnel are not on, or traveling through, patient care areas.
3. If you are booking an appointment with non-pharmacy personnel, you must STILL check in with the pharmacy. You CANNOT see the physicians during normal business hours. Suggestions are to schedule a time with the Executive Secretary, Lied Clinic at 383-3999.
4. Pharmacy staff will verify with the UMC employee with whom the appointment is with before sending the vendor upstairs.
5. UMC will be enforcing these regulations, effective immediately. Individuals who are found to be in violation of these guidelines may be asked to leave the property.

**The following department will require Vendors to register with 3<sup>rd</sup> Party Vendor Credentialing Provider as noted in this policy under “Credentialing”. Vendor will login at UMCSN Kiosk, retrieve Vendor Badge and proceed to respective department for further department specific sign-in:**

- Informational Services/Technologies
- Health Information Management

- Nursing Administration
- Food and Nutritional Services
- Materials Management
- Laboratory Services

**Institutional Review Board (IRB)**

1. All investigational drug, device and procedure studies are under the auspices of the IRB and must have a Principal Investigator who is a member of the UMC Medical or Dental Staff. They must submit the application for review/comment/recommendation to the Medical Staff Department/IRB Coordinator and who will assume responsibility for ensuring the packet is complete and accurate for approval consideration by the Institutional Review Board (IRB) at University Medical Center (UMC).
2. Investigational drugs, devices, and procedures will be used only under the direct supervision of the Principal Investigator or Co-investigator who will be a member of the Active, Associate or Provisional staff category of the Medical Staff of University Medical Center. A Principal or Co-investigator may not exceed privileges approved on their individual Delineation of Privileges Forms.

**Educational Programs**

1. Sponsoring education: Vendors shall not sponsor educational programs without approval of the CME office or staff development.
2. Program attendance: Vendors shall not attend programs intended specifically for medical students, house staff, faculty or staff without prior approval.
3. Vendors shall not attend programs in which specific patients are identified or when QA or Risk Management issues are discussed.

**Informed consent**

The patient must be notified of the presence and purpose of the vendor representative in the procedural area and must give written informed consent.

**Documentation**

Documentation of the representative's presence during the procedure and the patient's consent regarding the representative's presence must be included in the permanent medical record.

**Reference Policies**

- Temporary Staffing / third-Party Equipment (I-66)
- Patient/Visitor/Employee Parking (III-3)
- Ethical Standards (Article XV)
- Conflicts of Interest (I-1.2.C)

***“Statement of Agreement”***

1. I agree and acknowledge that I will be under the supervision and direction of the UMCSN personnel including the Charge Nurse/Physician at all times. I will abide by and comply with all the directives given me by these personnel.
2. I have read and agreed to comply with University Medical Center's Policy and Procedure entitled “Roles, Responsibilities and Credentialing; Vendors”. Failure to comply with UMCSN requirements is subject to loss of Business privileges at UMCSN. UMCSN reserves the right to restrict any representative and the company they represent from UMCSN property.
3. I agree and acknowledge that I am visiting UMCSN at my own risk and release UMCSN from any liability or claims related to my presence here. I further agree to indemnify UMCSN from and all claims related to my presence.
4. I understand that I am to consider all information regarding patient care and welfare, including the presence of the patient in the hospital, as privileged and confidential information. I acknowledge that I do not have access to Protected Health Information (PHI) unless a business contract specifically delineates such access or patient authorization has been obtained.



5. I commit to protecting the privacy of the patients of University Medical Center and will not divulge, release or share information, which is confidential, with any individual.
6. I attest to the following health status requirements:
  - Tuberculosis Skin Test (yearly)
  - MMR (Mumps, Measles, Rubella)
  - Varicella Immunization (Chicken Pox)
  - Hepatitis B Immunization
7. At the time of executing this Agreement, I declare that I am free of any infectious diseases and have no symptoms or concerns, which could be of an infectious nature. I understand that when entering University Medical Center that I must be free of any infectious diseases and I agree that I will not enter if I have any symptoms or concerns, which may be of an infectious nature.
8. I understand I must complete the online orientation process through UMCSN 3<sup>rd</sup> Party Credentialing Program prior to obtaining access to the UMCSN facilities.

\_\_\_\_\_  
Vendor/Sales Representative (Name)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date